

Executed in 7 Counterparts of
which this is Counterpart No. 6

RECORDATION NO. 6748-C
FEB 19 1975 - 10 20 AM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as
of February 1, 1975, by and between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York
corporation (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, (the
"Company"), party of the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of September 15, 1972,
(the "Agreement"), between the Trustee and the Company there was
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 5 OF 1972; and

WHEREAS, by the Agreement the Trustee did let and lease
unto the Company certain railroad equipment as defined in the
Agreement (the "Equipment") for a term as set forth in the Agree-
ment, all upon such terms and conditions as therein specified;
and

WHEREAS, in Section 4.9 of the Agreement, it is provided
that in the event any units of the Equipment become unsuitable
in any respect for the use of the Company and the Company shall
have paid to the Trustee the selling price or Fair Value, as defined
in the Agreement, of such units, then upon the filing with the
Trustee of the appropriate documents, any monies paid to the Trustee
pursuant to said Section 4.9 or Section 4.7 of the Agreement may
be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 4.9 of the Agreement now proposes to cause
to be sold, assigned, transferred and set over unto the Trustee,
as Trustee under the Agreement, one (1) new 100-ton 2100 cu. ft.
capacity Aggregate Hopper Car bearing road number 103902 (the
"Additional Equipment");

NOW, THEREFORE, in consideration of the premises and
of the sum of One Dollar (\$1.00) paid by the Trustee to the Company
at or before the ensealing and delivery hereof, the receipt of
which is hereby acknowledged, and in consideration of the rents
and covenants in the Agreement provided for and contained, the
Company does hereby assign to the Trustee all of its right, title,
and interest under the contract for the acquisition of the Additional

Equipment, and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.


AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

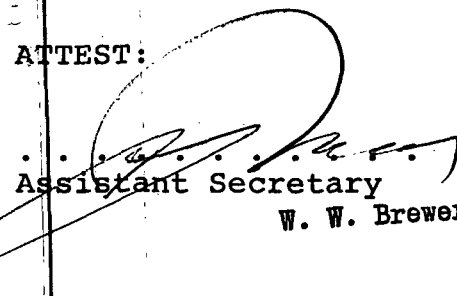
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By


Title: R. E. Sparrow
Vice President

ATTEST:


Assistant Secretary
W. W. Brewer.

SOUTHERN RAILWAY COMPANY,
By


Vice President

ATTEST:


Assistant Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 10th day of February, 1975, before
me personally appeared R. E. SPARKOW, to me per-
sonally known, who, being by me duly sworn, says that he is a
Vice President of MORGAN GUARANTY TRUST COMPANY
(Title)
OF NEW YORK, that one of the seals affixed to the foregoing instrument
is the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation pursuant to
due corporate authority and he acknowledged that the execution
of the foregoing instrument was the free act and deed of said corpora-
tion.

... Frank Schlierf ...

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1975

DISTRICT OF COLUMBIA.

On this 18th day of February, 1975, before
me personally appeared B. A. STOECKER, to me personally
known, who, being by me duly sworn, says that he is a Vice President
of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corporation,
that said instrument was signed and sealed on behalf of said corpora-
tion pursuant to due corporate authority and he acknowledged that
the execution of the foregoing instrument was the free act and
deed of said corporation.

... Philip J. Caffrey ...

PHILIP J. CAFFREY
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 14, 1978